



Cuttack Municipal Corporation, Cuttack

Letter No. 5577 / (CMC)

Date: 14 / 05 / 2025

RFQ NO: -

1.	The Commissioner, Cuttack Municipal Corporation (CMC), Cuttack, Government of Odisha invites technical and financial proposals from reputed Manufacturers/Dealers for "Procurement of Gardening Equipment's at Cuttack Municipal Corporation" . The interested and eligible Manufacturers/Dealers with valid Registration Certificate as a Company, as detailed in DTCN, may apply for the same in OFF-LINE mode. (For details visit www.cmccuttack.odisha.gov.in).		
2.	Nature of Works	:-	Procurement of Gardening Equipment's at Cuttack Municipal Corporation
3.	Tender (Bid) Cost	:-	Rs.11,800/-
4.	EMD	:-	Rs.50,000/-
4.	Availability of bid document in the website	:-	From 05.00 P.M. of 14.05.2025 to 21.05.2025 up to 5:00 P.M.
5.	Last date of receipt of Bid	:-	21.05.2025 up to 5:00 P.M.
6.	Mode of Receipt of Bids	:-	Through Speed Post/ Registered Post (India Post)/Courier and by no other means.
7.	Date of opening of Technical Bid	:-	Date: 22.05.2025 at 11:00 A.M.
7.	Date of opening Commercial Bid	:-	Date: 22.05.2025 at 12:00 P.M.
8.	Address for Business query and correspondence	:-	Cuttack Municipal Corporation, Biju Bhawan, Choudhary Bazaar, Cuttack-753001 Website-www.cmccuttack.gov.in E-mail Id- mccmc@nic.in
9.	The bidders have to participate in OFF-LINE bidding only. Further details can be seen from the Cuttack District website www.cmccuttack.odisha.gov.in . Any addendum /corrigendum / cancellation of tender can also be seen in the said websites. If any query, then contact E-mail ID - mccmc@nic.in .		


Commissioner

Cuttack Municipal Corporation

1. GENERAL TERMS AND CONDITIONS

- a) Quotations which shall be placed in sealed covers super scribing the name of work and the due date shall be received by the Commissioner, Cuttack Municipal Corporation, Cuttack in a sealed envelope up to **21.05.2025 by 05.00 P.M.** The quotations will be opened on **22.05.2025 at 11.00 A.M.**
- b) Sealed quotation is invited under Two bid system (Part-I Earnest Money and Technical bid & Part-II (Financial bid) from prominent firms, whole-sellers, vendors, sellers or reputed dealers for a period of 12 months from the date of opening the bid.
- c) **EARNEST MONEY:** The earnest money of Rs.50,000/- (Rupees Fifty thousand only) should be deposited by the tenderer in the form of demand draft of any scheduled bank in favor of the **Commissioner, Cuttack Municipal Corporation, Cuttack** payable at **Cuttack**. The tender will not be considered if the earnest money draft is not submitted with the tender. The validity of the demand draft should be up to 3 (Three) months at the time of submission of tender documents.
- d) The Tender Bid Cost of Rs.11,800/- (Rupees Eleven Thousand Eight Hundred only) should be deposited by the tenderer in the form of demand draft of any scheduled bank in favor of the **Commissioner, Cuttack Municipal Corporation, Cuttack** payable at **Cuttack**. The tender will not be considered if the earnest money draft is not submitted with the tender. The validity of the demand draft should be up to 3 (Three) months at the time of submission of tender documents.
- e) EMD shall be refunded to the unsuccessful bidders within 30 days of award of contract to the successful bidder/bidders.
- f) The bidder's is informed to submit the tender paper along with EMD DD signing in all pages about acceptance of terms and conditions.
- g) The selected bidders would be required to arrange supply as per the Dispatch Instructions/Purchase cum Supply Order during the working hours of the office within 15 days after receipt of the order. If you fail to complete the work within the stipulated period and no justifiable reasons are found for the delay, you shall be liable to pay the compensation for delay at the rate of (1%) one percent of the total value of work order per week of delay subject to a maximum of 5% of the work order value. The amount of compensation for delay or waiver of compensation for delay in case of justified reasons shall be decided at the discretion of the Commissioner Cuttack Municipal Corporation (CMC) and the same shall be final and binding on the concerned party.
- h) The selected bidder shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours and on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to CMC.
- i) The supplied items shall carry a warranty of a minimum of **one year**. Security deposit in the form of Bank Guarantee shall be 10% of supply order against defect liability period of 12 month **or as given by company whichever is higher** of successful completion of order.

- j) On satisfactory completion of supply, final bill shall be submitted by you to the Commissioner, CMC and same shall be processed for payment through E- Payment only. Successful bidder should give their bank details for e payment. **CMC does not make any advance Payment.**
- k) The rates quoted shall be all inclusive such as GST, Excise Duty, Transportation, freight, packing & forwarding etc. The items shall be supplied as per the specifications mentioned in the Annexure –II or better.
- l) The rate quoted by the selected tendering Firm/Agency/ Company, and as approved by CMC, shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the currency of contract, shall not be entertained at any stage.
- m) The CMC reserves the right to exclude any party from the quotation process, postpone/cancel the quotation process or vary the quantity of items without assigning any reason thereof. In any disputes arising out of this, the decision of the Commissioner, CMC shall be final and binding on both the parties.
- n) The tendering Firm/Agency/Company shall be bound by the details furnished by him to the CMC while submitting the tender or at subsequent stage. Upon selection of the tendering Firm/Agency/Company, if at any stage, the documents furnished by him/her is found to be false or the quality of the articles are found of poor quality/ different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled and performance security shall be stand forfeited.
- o) The selected firm(s) shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without prior written consent of the CMC. If it's found that the firm has given sub-contract for supply of Gardening equipment's Items on the basis of procurement/ supply order, the contract shall stand cancelled & the performance security shall stand forfeited.
- p) Submission of quotation implies that he has read all the terms & conditions and he has made himself aware of the scope and specifications of the supply to be done and of conditions and other factors having bearing on the execution or the nature of the specified supply.
- q) All rates shall be quoted on the quotation prescribed form. Rates given on separate pages will not be entertained. Only quoted rates shall be considered. Any quotation containing percentage below/above the rates quoted is liable to be rejected.
- r) A Bidder shall submit a responsive bid, failing which his Quotation will be liable to be rejected. A responsive bidder is one who submits priced Quotation and accepts all terms and conditions and the specifications of contract documents without any major modifications.
- s) The Performance Bank Guarantee, or 10% amount as security deposit for the proper fulfillment of the contract shall be furnished by the Contractor within the said 7 (Seven) days from the date of receipt of Work Order.

- t) The Contractor further guarantees that, the equipment supplied by him shall be free from all defects in design, material and workmanship and shall, upon written notice from the purchaser fully remit, free of expenses to the purchaser such defects as developed under the normal use of the equipment within a period of guarantee specified in the relevant clause of the general terms and conditions of the Purchase Order.
- u) The bidder wherever applicable, shall properly pack all equipment in such a manner so as to protect them from deterioration and damage during Air/Rail and Road Transportation to the site and the bidder shall be held responsible for all damages due to improper packing. The cost of damages or replacement of store will be on the account of the bidder.
- v) The successful bidder shall also give all dispatch information concerning the right size and the content of each packing including any other information the Purchase may require.
- w) The successful bidder shall in his own interest arrange, secure and maintain insurance as may be necessary against all possible risks, at his own cost.
- x) CMC depending upon its requirement within a period of one year from the date of issuance of work order/ signing of agreement with selected agency may procure additional items from the selected agency (L1 bidder) at the rate quoted by them in their financial proposal.
- y) The CMC reserves the right to terminate the contract either in part or in full due to any reasons other than terms and conditions specified herein, by giving 15 days' notice in writing to the bidder of his intention to do so.

2. TECHNICAL CAPABILITY OF BIDDER / CRITERIA FOR EVALUATION:

The prospective bidder shall be considered as eligible bidder if the bidder fulfils and submits the following with the RFQ documents:

1. Only a duly registered firm can submit bids. The firm shall provide the certificate of registration, along with GST registration number.
2. The bidder shall submit the make, model and technical specifications of the equipment's to be deployed.
3. The bidders shall submit OEM certificate/ valid Authorized Dealership certificate.
4. The bidders should be a reputed supplier having at least three years dealing experience with the Government Departments/PSU Certificate in token of Proof of experience, of the concerned Department should be enclosed for ready reference.

3. FINANCIAL CAPABILITY OF BIDDER / CRITERIA FOR EVALUATION:

The prospective bidder shall be considered 'financially' eligible if the following criteria are fulfilled:

- a. The bidding Firm/Contractor/Agency shall have minimum average Annual Turnover of Rs. 10lakh during the last three financial years (2023-24, 2022-23, 2021-22).
- b. The bidding firm/Agency shall have the following certificates/registration:
 - (i) GST Registration
- c. Copies of registration certificate of the firm/company, Memorandum and Articles of Association in case of firm registered under the Companies Act, & copies of Balance Sheet & Income Tax return for the previous three years (2023-24, 2022-23, 2021-22).
- d. The bidder should have GST No and should have submitted the last GST return.
- e. The bidder should have valid PAN in its name.
- f. Bidder or its associates should not have been terminated/blacklisted by any government sector, PSU, Municipal Corporation and Cuttack Municipal Corporation, Cuttack as in the past for nonperformance. The bidder should submit a undertaking of non-blacklisting.

PARTIES:

The parties to the contract are the prospective contractor and the CMC.

ADDRESSES:

For all purposes of the contract including arbitration there under, the address of the contractor and other contact details mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the office of CMC. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

EARNEST MONEY:

Earnest Money of Rs. 50,000/- (Rupees Fifty Thousand) only in the form of demand draft of any scheduled bank must be deposited with Commissioner, Cuttack Municipal Corporation, Cuttack -753001. by the bidders. The validity of the demand draft should be up to 3 (Three) months at the time of submission of tender documents. The demand draft shall be in favor of Commissioner, CMC, Cuttack; payable at Cuttack.

- i. No request for transfer of any earlier deposit of earnest money or security deposit or adjustment of payment of any pending bill with the Commissioner, CMC, Cuttack in respect of any previous work will be entertained.
- ii. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the

rates, the aforesaid earnest money will be forfeited.

- iii. No claim shall be entertained by the CMC in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- iv. The tenders, without Earnest Money, will be summarily rejected.

ONE BID PER BIDDER:

Each bidder shall submit only 1 (One) bid/proposal for the Project. Violation of this shall lead to disqualification of the Bidder.

PROPOSAL PREPARATION AND COST:

All Bidders are required to submit a detailed proposal (the "Proposal" or "Bid") in accordance with the guidelines set forth in this RFQ Document. The cost of preparation of Proposal and related expenses shall be borne by the Bidders themselves.

RIGHT TO REJECT PROPOSALS:

Commissioner, CMC, Cuttack reserves the right to reject any/all proposals including the lowest Proposal or withdraw the invitation of the proposal at any stage without citing any reason. Nothing contained herein shall confer any right upon a Bidder or create any obligation/liability upon Cuttack Municipal Corporation of any type whatsoever.

4. TENDERING PROCEDURE AND SCHEDULE:

1. Signing of Tender:

Individual signing the tender or other documents connected with this contract must specify whether he signs as: -

- a) A "sole proprietor" of the concern or constituted attorney of such sole proprietor.
- b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm. A scanned copy attached with the tender.

Notes:

- c) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly

attested by a Notary public, should be furnished on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. A scanned copy of the certificate of registration of firm should also be enclosed along with the tender.

- d) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.
- e) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the CMC may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

II. Corrupt & Fraudulent Practices.

Commissioner CMC, Cuttack requires that bidders, contractors and agencies if any, observe the highest standard of ethics during the procurement and execution of such contracts in pursuit of this policy.

The terms set forth below are defined as follows: -

- i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of in kind/value to influence the action of a public official in the procurement process or in contract execution.
- ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence procurement.

III. Validity of Bids:

The rates quoted shall be valid for a period of 180 days from the date of opening of the tenders.

IV. Communication of Acceptance:

Successful tenderer will be informed of the acceptance of his tender.

V. Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned above, the Commissioner, CMC, Cuttack will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by the Commissioner, CMC in that event and the security deposit in the form of Performance Bank Guarantee shall be encased /forfeited. The decision of Commissioner, CMC in this regard shall be final and binding on the contractor.

VI. Arbitration:

In case of any dispute arising out of or connected with or incidental to this contract. The dispute will be referred to an arbitrator appointed by the Commissioner CMC, Cuttack. The decision of the arbitrator shall be final and binding on both the parties. The arbitration proceedings will be conducted in accordance with the Arbitration and Reconciliation Act, 1996.

VII. Insurance:

The Insurance cover protecting the agency against all claims applicable under the Workman's Compensation Act 1948 shall be taken by the Agency/Firm. The Agency/Firm shall arrange necessary insurance cover for any claim arising out of mishap, if any that may take place. In the event of any liability/claim falling on CMC, the same shall be reimbursed/indemnified by the Agency/Firm.

VIII. Legal Dispute:

Legal dispute, if any concerning this tender shall be subject to such courts exercising civil jurisdiction over Cuttack, Odisha.

ANNEXURE -I

TECHNICAL BID

Sr. No.	General particulars of the Agency	Details to be filled up by the Bidder
1	(a) Name of the Agency (b) Registered address with telephone nos. Mobile no. E-mail ID (c) Year of Establishment/ Incorporation (d) Authorized Person's i. Name & Designation ii. Tel. No. Landline iii. E-mail ID: iv. Mobile v. fax:	
2	Type of Firm: Private Ltd./ Public Ltd./ Cooperative/ PSU. (Please enclose copy of Memorandum/ Articles of Association/ Certificate of Incorporation)	
3	Details of bid document amount (tender fee- Rs. 11,800) Demand Draft no.	
4	Details of Earnest Money Deposit (EMD- Rs. 50,000) Demand Draft No.	
5	GST No	GST No. (Copy of self-attested certificate attached) Yes/ No (page No.)
6	The firm/ agency should have PAN No.	PAN No. (Copy of self-attested certificate attached) Yes/ No (page No.)
	Certificate for average annual turnover duly approved and signed by the Chartered Accountant (Financial Year (2023-24, 2022-23, 2021-22). (Copy of the same to be attached)	Yes/ No Attached the Certificate Approved by Chartered Accountant (Page No.) (ANNEXURE 3)

Note: Agencies/ Bidders not submitting full information/ documents at the first instance shall be rejected

Signature with stamp: _____
Date: _____
Full Name: _____
Address: _____

Annexure II

FINANCIAL BID

Name of Work: - Procurement of Gardening Equipment's at Cuttack Municipal Corporation

Sl. No	Particulars	Qty	Unit Rate in Rupees	Total amount In Rupees
1	LONG REACH-MULTI POWER PRO	10		
2	TREE PRUNERS-FPPS-64 LENGTH-6385 MM	10		
3	PRUNING SAWS-FPS-21	20		
4	BILL HOOKS-FBH-705	50		
5	GRAFTING KNIVES, BUD GRAFTING KNIVES(FBGK-60)	60		
6	HEDGE SHEAR-FHS-999 (W)	60		
7	GARDEN HOES-FSBR-48	60		
8	GARDEN HAND TOOLS-FWT-2002	60		
9	SPS-2000	60		
10	COCONUT & PALM PRUNER-FCP-704	20		
12	DIGGING SPADES-FSS-4000(SHOVEL)	40		
13	PRUNING SECATEURS- MAJOR	40		
14	PRUNING SECATEURS- SUPER	40		
15	PRUNING SECATEURS- REGULAR	40		
16	POWER CHAIN SAW-FCS-650	2		
17	POWER CHAIN SAW-FCS-750	2		
18	GRASS CUTTER (HONDA)	7		
	Total Amount in Word			

NOTE:

1. Above rates are inclusive of all types of Taxes, Duties & Levies, Transportation Charges and Transit Insurance where necessary, Packing & Forwarding and other miscellaneous Overheads, installation charges etc.
2. Onsite demonstration to the concerned Unit In-Charge and employees of CMC are mandatory after delivery.

3. Brand of Equipment's: **Falcon or Honda**

4. Validity of quotation: 365 days

5. Warranty: 12 month or as given by company whichever is higher.

6. Delivery: 15 days at Cuttack Municipal Corporation, Cuttack.

I/We have carefully read and understood the terms and conditions of the arrangements for the supply of listed item and the prescribed specifications for which this quotation is submitted and in the event of my/our quotation being approved we undertake to strictly comply with them.

Date: Signature of Bidders:

Place:

Full Name:

Address (with seal):

Annexure III

AVERAGE ANNUAL TURNOVER STATEMENT

The Average Annual Turnover statement of..... <name of the organization>,
at<address of the organization>, for the last three financial year are given below and certified
that the statement is true and correct.

Sl. No.	Financial Year	Turnover in lakhs (₹)
1	2021-2022	
2	2022-2023	
3	2023-2024	
	Average annual turnover statement	

Date:

Signature of Chartered Accountants

Place:

Seal:

Membership No:

ANNEXURE- IV
COVERING LETTER

(On the Letterhead of the applicant)

To, Date: _____

The Commissioner,

Cuttack Municipal Corporation,

Biju Bhawan, Choudhary Bazar,

Cuttack-753001, Odisha

Sub: For Procurement of Gardening Equipment's at Cuttack Municipal Corporation

Being duly authorised to represent and act on behalf of
(hereinafter referred to as "the Applicant"), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of _____ (Name of Applicant) for the captioned Project with the details as per the requirements of the RFQ, for your evaluation. We confirm that our Proposal is valid for a period of 180 days from the last date of submission of proposal.

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects and we agree to the terms and conditions of the RFQ.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

For and on behalf of (Name of Applicant)

Duly signed by the Authorised Signatory of the Applicant

(Name, Title and Address with seal of the Authorised Signatory)

Annexure-V

NON – BLACKLIST

We,<name of the Organization>, having our registered office at , HQ address of the Organization> hereby declare that we are submitting this proposal in reference to the **“Procurement of Gardening Equipment’s at Cuttack Municipal Corporation”**. We declare that we have not been blacklisted by any Ministry / Department / industry Public Sector Undertaking or any other agency of the Central/State Government.

We declare that there are no proceedings, disputes or enquiries pending against us in connection with cheating, misappropriation of funds or exploitation of beneficiary.

We also acknowledge that in case of misrepresentation of the information, our proposal / contract shall be rejected / terminated at any stage by the client, which shall be binding on us. Any loss or damage to the client, on this count will be compensated by us.

Date:

Authorized Signature

Place:

Name and Title of Signatory

Seal: